

# EXHIBIT 10

## AMENDMENT AGREEMENT

AMENDMENT, dated as of December 31, 1996, to Talc Supply Agreement dated January 6, 1989, as heretofore amended and assigned (the "Agreement"), between Johnson & Johnson Consumer Products, Inc. (as successor to Johnson & Johnson Baby Products Company) (the "Buyer"), and RTZ America, Inc. (as successor in interest to Windsor Minerals Inc.) (the "Seller").

For good and valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller hereby agree to and hereby amend the Agreement as follows:

1. All capitalized terms used and not defined in this Amendment shall have the respective meanings set forth in the Agreement.
2. Section 2(a) is amended by replacing the date "December 31, 1998" with the date "December 31, 1996".
3. Section 2(b) is hereby deleted in its entirety and replaced with the following:

"The term of this Agreement shall be extended from January 1, 1997 through the close of business on December 31, 1999 (the "Additional Term"), and shall be automatically extended for up to two additional one-year terms, unless Seller notifies Buyer in writing no later than July 1, 1999 (or July 1, 2000 in the event the term hereof is extended for the calendar year 2000) of its decision to terminate the term of this Agreement as of the end of the then-current calendar year. Prior to March 31, 2001, if this Agreement is still in effect, Buyer shall (i) if requested in writing by Seller, engage in good faith negotiations as to extending the term of this Agreement beyond calendar year 2001, upon terms and conditions mutually acceptable to the parties, and (ii) not enter into any talc supply agreement with any third party for greater than 10% of the Talc requirements of Buyer and Johnson & Johnson (Canada), Inc. ("J&J Canada") in the United States and Canada."

4. The first sentence of Section 3(a) is hereby deleted in its entirety and replaced with the following:

"Subject to the provisions of Section 3(c) hereof, Buyer shall purchase from Seller and shall cause J&J Canada to purchase from Seller (i)

not less than 98% of the Talc requirements of Buyer and J&J Canada in the years 1997 and 1998 for products sold by Buyer and J&J Canada in the United States and Canada and (ii) not less than 90% of the Talc requirements of Buyer and J&J Canada in the years 1999, 2000 and 2001 (unless this Agreement is earlier terminated in accordance with the terms hereof) for products sold by Buyer and J&J Canada in the United States and Canada."

5. Section 3(c)(ii) is hereby deleted in its entirety and replaced with the following:

"During the term of this Agreement from January 1, 1999 through and until December 31, 2001 (or the earlier termination of this Agreement in accordance with the terms hereof), Buyer shall have the right to purchase up to 10% of Buyer's United States and Canada cosmetic talc requirements from a supplier other than Seller, which supplier has qualified its ore source with Buyer in accordance with the provisions of Section 6 (a) hereof."

6. Section 4 is deleted in its entirety and replaced with the following:

"The price which Buyer shall pay to Seller for the Talc purchased by Buyer during the Additional Term shall be as follows:

<u>Date of Shipment of Talc</u>	<u>Price Per Metric Ton</u>
Calendar Year 1997	US\$390.
Calendar Year 1998	US\$335.
Calendar Year 1999	US\$260.
Calendar Years 2000 & 2001	US\$260

7. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement with respect to the matters set forth herein, the terms of this Amendment shall control. All references to the Agreement in any other agreement or document shall hereafter be deemed to refer to the Agreement as hereby amended. Except as expressly set forth herein, the terms and conditions of the Agreement are hereby ratified and confirmed in all respects and shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

RTZ AMERICA, INC.

By: T. Kuy  
President  
talcam1.doc 12/03/96

JOHNSON & JOHNSON  
CONSUMER PRODUCTS, INC.

By: Brian T. McHugh  
Chief Purchasing Officer